

EXECUTIVE OVERVIEW

This proposal represents GCI's best effort on explaining the wide variety of benefits gained by the Council of Athabascan Tribal Governments (CATG) in utilizing GCI's Tele-Health circuits in support of medical information system communication requirements. We will be prepared to install these circuits over a couple years if necessary in a priority order that you determine is best for your Corporation. We also propose to replace your ACT network with a Cisco network at no additional cost to CATG.

You will notice that we speak little of the circuits themselves. It is the support of your network and the people that sustain it that is most important. GCI includes a TeleHealth program manager to support our Alaskan rural healthcare customers. GCI hopes to show you the tremendous improvement in communications a single point of contact will be to your organization. Considering the rapid insertion of technology to rural Alaska, the timing could not be better for an expanded CATG/GCI relationship. You are aware we offer high quality, cost effective digital transport for your voice, video and data needs. CATG's health care delivery system will significantly benefit from an integrated Alaskan telecommunications provider as a partner.

We understand that patient outcomes are dependent on quality encounters and access to care. Our customers notice the difference we provide in supporting their goals. GCI's "School Access" program is already established as the premium provider of Internet for grades K-12 and we intend to become a facilitator of adult distance education in Alaska. Our recent Press Release commits GCI to bring your constituents high speed consumer Internet to the home in all your villages. New distance education opportunities offer significant cost savings potential for continuing medical education (CME) requirements for all medical providers, with skill levels ranging from community health aides to senior physicians.

GCI will, if chosen by CATG:

- Invest over \$2 million on upgraded satellite facilities in seven (7) villages
- Conduct annual Fort Yukon based training programs for your constituents to learn web design and Internet technologies to assist your efforts in sustaining Regional based Economic Development over the life of the contract
- Purchase and provide with the service a new 36XX Cisco hub router and 2610 voice/data routers in all the villages
- Purchase and provide with the service a Polycom video conferencing unit for each village clinic
- Offer a 24 hour/7day a week support contract through GCI's Customer Network Control Center (CNCC) and Network Operations Center (NOC) for the CATG Cisco network
- Assure CATG that GCI transport services are qualified for federal government subsidies
- Assist CATG in identifying paperwork required to sustain the program with our full time USF Accounts Administrator
- Promote programs in Alaska that are supported by the RHCD over the life of the contract
- Deliver these services to your villages in the order you want them to be turned up
- Accommodate all current AFHCAN appliances

As you would expect, GCI is very involved in Alaska's telecommunications issues but far less visible is our involvement and commitment to leadership in rural health care. We have recruited a highly trained and experienced staff focused solely on improving your ability to deliver high quality medical care. We provide a board certified medical administrator as your "TeleHealth" program manager. This gives us a unique ability to focus on your health care requirements as well as identify and explain our state's unique differences to federal program administrators. In addition, we have in-house, an expert USF Accounts Administrator dedicated to providing you direct, hands-on support.

GCI's broad-based service will undoubtedly provide a welcome relief to regional and village clinic staff and we see our services as providing CATG's foundation for future technology insertion. As your staff desires new technology, a CATG/GCI partnership will be capable of rapid evaluation and deployment of new medical information systems, which may include:

- Video teleconferencing (point to point and multicast)
- Enhanced digital imaging for clinical diagnosis (desktop computer radiology/ultrasound)
- Remote initial or ongoing training (medical or technical)
- Real time vital sign monitoring - home based healthcare applications

GCI is aware and supports your need to have your router network maintained. As Alaska's largest integrator of data networks we will stand by in a support role to assist Steve Simkins on a time and expense basis.

Lastly, we will require space and power at a location near each clinic reached via satellite to house a small shelter and the satellite communications equipment. We ask for your input in locating feasible locations when satellite coverage is required and we will negotiate the appropriate lease with that organization.

GCI would be honored to serve CATG and we stand prepared to deliver the highest quality telecommunications for your village based rural health care network.

TECHNICAL OVERVIEW

The enclosed proposal has been designed to efficiently and effectively provide CATG's rural clinics the highest levels of connectivity. The design lowers CATG's monthly costs by reducing the number of satellite links using today's best wireless technologies. This approach also saves the government costs in supporting this network with its rural health care support programs.

Based on a proven TeleHealth delivery platform, GCI's Broadband Packet-Based Satellite Delivery Service (BPSDS) and wireless extensions, all clinics will be networked with CATG's Fort Yukon network and the Anchorage network of AFHCAN. In addition, CATG will have the option to use GCI's Customer Network Control Center to monitor or manage your router network 24 hours a day 365 days a year. GCI is providing this seamless Telehealth Platform to CATG using COMSAT Technologies Linkway transport system for the satellite portions and Aironet/Cisco for the wireless portions.

In early 2000, GCI decided to upgrade its entire broadband satellite delivery system from a dedicated bandwidth delivery basis to the BPSD service which allows GCI to deliver the same bandwidth on an on-demand basis. Our dedicated, point-to-point satellite modems are being replaced with LINKWAY™ 2100 Comsat modems made by Lockheed Martin Global Telecommunications. The LINKWAY™ Comsat modems support Asynchronous Transfer Mode (ATM), Frame Relay, Internet Protocol (IP), Integrated Services Digital Network (ISDN), and Signaling System 7 (SS7) offering greatly improved flexibility for changing customer needs.

GCI Broadband Packet-Based Satellite Delivery Service (BPSD) is a packet data service based on advanced satellite network architecture. The network provides standards based frame relay interfaces at up to 2Mbps, 10BaseT Ethernet, ISDN, or ATM to the Customer, while transparently transporting these protocols over the backbone network infrastructure optimized for satellite transmission. BPSD allows customer sites to communicate directly with each other in a fully meshed manner, with single hop connectivity eliminating the expense and additional equipment required in a typical hub and spoke network configuration. Customers can instantly access the amount of satellite capacity need through LINKWAY™ Bandwidth-on-Demand feature. In traditional satellite networks, customer must allocate a preset amount of capacity.

GCI's customers are generating unprecedented demand for both broadband access to the Internet and their own enterprise intranets. Yet delivering broadband data, voice, and video services over traditional wire line media or satellite is not always feasible or cost-effective. For the wireless portions GCI is proposing a Cisco solution to deliver high performance, wire line-grade link availability, quality of service (QoS), and security, as well as ease of provisioning and management support. By using the Cisco patented Vector Orthogonal Frequency Division Multiplexing (VOFDM) technology that combines multipath signals, GCI can enable you to serve villages that cannot be reached by other wireless technologies.

As your network grows, the GCI/COMSAT/Cisco solution delivers carrier-class scalability, flexibility, and reliability. GCI recognizes that attracting and retaining customers' means delivering the best network performance and coverage possible. It also means scaling networks easily and economically for you to expand. The GCI solution delivers outstanding system performance, coverage, and scalability by incorporating proven statewide GCI CNCC support with award-winning technologies. BPSD service to each site is provided through active bandwidth pool management. Minimum bandwidth for the pool is determined by the aggregate of the average peak hours of bandwidth usage for the total number of subscribers. Since GCI is a facilities based provider we can directly manage the available bandwidth pool to meet subscriber needs.

CUSTOMER REQUIREMENTS

After meeting with you and upon review of your network plans, we have compiled a list of requirements that we believe accurately represent your needs as a rural health care provider. For clarity we have divided these needs into two categories:

1. **Functional** – requirements that describe what functionality the proposed solutions must have to meet the organizational needs of CATG
2. **Technical** – requirements that describe the technical features of the proposed solutions.

Functional Requirements

The following functional requirements must be addressed by any proposed solution.

- Be subsidizable under the Universal Service Fund guidelines
- Be reliable within CATG's environment
- Be scalable to meet current and future needs
- Offer alternatives to long distance phone calls
- Allow for point-to-point and multicast point-to-multi-point video conferencing
- Have the ability to receive and send multi-megabit files efficiently
- Be able to support the administration's communication needs
- Be connectable to the growing nationwide distance medical network

Technical Requirements

The solution offered must:

- Provide a max of 1.536Mb from/to the central location and remote locations
- Provide for simple connection to AFHCAN router in Anchorage
- Provide full-time connectivity
- Be a demand-based service with adequate two-way speeds for collaboration such as high-speed video conferencing
- Allow CATG to create a full-time Private Network
- Allow remote centralized administration
- Provide direct access to a major Alaskan Internet backbone

THE GCI SOLUTION

The GCI Approach

We believe that today's computing and digital communications technologies can be harnessed to improve distance delivery of healthcare, bring providers from around the world together to share ideas in a common forum, and to give even Alaska's most remote villages access to digital information.

We have developed and are using today advanced digital satellite technologies and fiber optic communications systems to bring high quality voice and data communications to Alaska. Our statewide satellite and Internet platform is unparalleled in its capabilities and performance. We believe that these technologies benefit others best when we can successfully apply them to solve practical problems.

We have put together experts in the fields of telecommunications, computing and imaging technology. Team member expertise covers the full range from application design to communications engineering to applications implementation. Our unique group of professionals has developed a set of products capable of providing focused digital technology solutions for both rural and urban Alaskan health care providers.

You, the Information Technology Coordinator, understand best the unique needs of your patients and your Health Care Facility. How technology fits each situation is not necessarily a "one size fits all" proposition. Working with the GCI team, Health Care Facilities can assemble those GCI products that best meet their needs into a comprehensive digital medicine solution that make sense for patients and staff. GCI has the solution.

GCI Products

GCI products allow users anywhere in Alaska digital connectivity, high-speed Internet access, collaboration services, linkages to healthcare providers worldwide, and technical assistance from engineers and support staff familiar with the distance delivery of digital services and technology. GCI products include:

- Packet Based Service:* Packet based digital access between CATG village sites and Regional Hub locations. Fully meshed architecture with single hop connectivity, and bandwidth on demand up to 1.536Mb.
- GCI Assist:* Access to GCI technical resources. Services available include technology planning, network engineering and installation, maintenance and repair services, network management services and training.
- Internet Access:* Connection to GCI's high performance Internet platform that provides regional-based networks with complete high-speed gateway services to the public Internet.
- Other GCI Services:* Long distance, local service, cellular and data services¹.

¹ In locations where GCI has available facilities.

GCI Features

GCI products are designed to enable digital medicine to spread into Alaska's clinics and hospitals. We offer the resources, managed services, trouble resolution, platform and focus necessary to make our products fit your needs.

Resources

The GCI Team will provide your Health Care Facility with the best service and products available today. The Team's collective experience ensures that services and products delivered to the facility will be the best fit to the facilities needs and will continue to improve as technology advances and new applications are developed.

Managed Service

GCI products are different from all others on the Alaskan market because they can be monitored and managed for you. By choosing an option for GCI Network Management, your network can be actively monitored by GCI's Customer Network Control Center (CNCC) engineers 24 hours a day, seven days a week, to ensure that your network is always operational. Data throughput and reliability are unsurpassed. In many cases where problems arise, you may not even realize there is a problem since the CNCC may correct it before it affects your service.

With GCI products you don't have to be an expert in telecommunications, wide-area networks, or server operations because GCI products can include completely managed services. GCI will install the routers as well as maintain them and, as an option for you to consider, actively manage your wide-area network to maintain peak performance. While your local administrator will retain control of access, GCI will provide management for the operating system components.

Finally, you don't have to worry about who will maintain your wide-area network hardware and software. All GCI products can be covered under maintenance contracts and will receive regular updates.

Trouble Resolution

Sometimes you may need help with a GCI product. GCI offers a single phone number to call to report trouble or obtain assistance. This call is received at GCI's NOC, our Network Operations Center customer support group. The NOC will work with you to solve any first-line problems with your system. If the NOC is unable to solve your problem on the phone, they will escalate the problem to engineering staff within both GCI Network Services and GCI Network Solutions.

When you call you will be given a tracking number. Help requests are tracked using GCI's Remedy tracking system to ensure your question or problem is given the attention it needs.

In all cases, GCI will do its best to restore your service or answer your questions in the most efficient manner possible. If the problem resolution demands a site visit, a GCI technician or engineer will be dispatched to fix the problem immediately.

Platform

GCI's satellite platform is the most robust in the state. Based on leading technologies from Scientific Atlanta, Cisco Systems and Sun Microsystems, GCI's telecommunication platforms will support your region's connectivity needs now and in the future.

Focus

GCI's entire focus is on meeting the needs our customers. We have designed our services and delivery network to meet the unique requirements of our Alaskan customers. This offering represents the most modern digital satellite services available to you today. The expertise and experience of the GCI team members will bring you much more than just connectivity.

**PRIVATE NETWORK
IMPLEMENTATION PLAN & SCHEDULE
Council of Athabaskan Tribal Governments**

<u>TASK</u>	<u>RESPONSIBILITY</u>	<u>SCHEDULE</u>
Coordinate Implementation with CATG	GCI	Day 1
Place Orders and Schedule Service Delivery Dates with IXC and LEC.	GCI	Day 4
Install Network Comm. Eqpt. (RF equipment, antennas) (Weather and transportation considerations dependent)	GCI	Day 90-150
Test and Accept Circuits	GCI	Day 90-150
Customer Acceptance/Service Availability	CATG/GCI	Day 90-150
GCI provides all documentation on network Layer	GCI	Day 150

CUSTOMER GUIDE FOR TROUBLE REPORTING

Service Delivery Elements

In order to deliver the GCI products and services, the following service delivery elements are utilized: 1) Field Technician resources, 2) Network Operations Center or NOC, 3) Facilities Engineering, 4) Remedy Workload Management/Reporting system, 5) Site-based Technical and Operational resources, and 6) Customer Support Center. Each of these functions will be described separately.

Field Technician resources. Field technicians are technical resources that are centrally located and presently deployable on a dispatch basis from Anchorage, Fairbanks and Juneau. Field technicians provide hardware repair/preventive maintenance on-site or through Anchorage, a repair depot, spares maintenance, logistics support, and move/add/change support.

Network Operations Center or NOC. Monitor, operate and manage GCI's core transmission and switching network. These services are provided via centrally located resources and are provided on a twenty-four hour a day basis, seven days a week.

Facilities Engineering. Design and construction of transmission facilities using GCI's core network or represented technologies. These transmission facilities are frequently required in developing and operating enterprise networks.

Remedy - Workload Management/Reporting System. The system tracks workload through Action Requests, which can be any combination of trouble reports, work requests, projects and support requests. Action Requests may be generated internally or by customers. Trouble reports always involve problem resolution. Work requests involve move/add/change activity or other non-problem work. Projects are collections of related work requests. Support requests are limited to provision of information or training.

The system captures all information related to every Action Request including but not limited to problem description/resolution, time, resources, parts, expenses, customer and location. The data base which is created may be used for a wide variety of reporting and analyses purposes. All work performed by defined Service Delivery Elements will be managed by the system.

Site-based Technical and Operational resources. Technical and operational staff are dedicated to a customer location as required. These resources may be operational staff, technicians, system engineers or network engineers.

Customer Support Center or CSC. Serves as a single point of contact (SPoC) for commercial customers requiring technical support of the products and services outlined in Table 3.1.1. The Customer Support Center does not provide billing, invoicing or other customer support functions.

All technical support calls are received by the CSC. As SPoC, its primary responsibility is to open, route and close Action Requests from customers. A principal responsibility is data capture related to action requests. The CSC holds accountability for all Action Requests received.

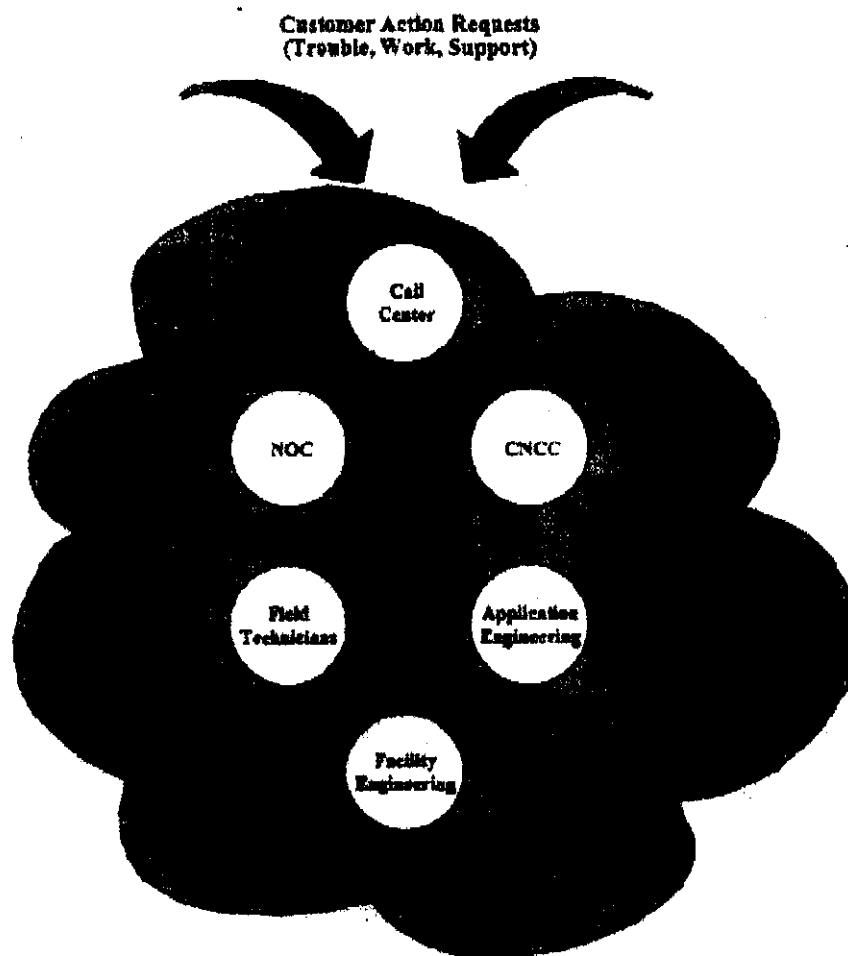


Figure 1 GCI Service Delivery Model

Service Delivery Model Defined

The Service Delivery Elements described above are organized to: 1) operate customer communications services, 2) respond to customer Action Requests, and 3) respond to customer or internally initiated projects. Figure 1 describes the general Service Delivery Model.

In Figure 1, operational support is provided by the NOC. This support is primarily associated with monitoring GCI's core network and customer enterprise networks. Internal Action Requests (trouble or work requests) will be generated by the NOC. Customer Action Requests (trouble, work or support requests) are received by the CSC and are met by one or more Service Delivery Element.

Resources from one or more Service Delivery Elements are assembled into a project team and the team's workload is managed and tracked by the Remedy system.

In certain customer engagements, deployment of on-site technical or operational resources are required in lieu of relying on portions of the Service Delivery Model shown in Figure 1. In these circumstances, a Program Manager coordinates the activities of site-based resources and the other Service Delivery Elements.

Trouble Ticket -- GCI Customer

Description: Documentation and tracking of a hardware or operating system problem which disrupts a customer operation. This is either a customer initiated call or created proactively by the NOC. Can generate one or more Action Requests.

General Work Flow

The customer informs the CSC Help Desk of a failure using provided phone number.

The CSC Help Desk determines whether the problem will generate a trouble ticket and obtains pertinent information. The CSC Help Desk opens a trouble ticket and forwards to the NOC group. If the problem was noticed proactively, the NOC would have opened the trouble ticket themselves.

NOC works the issue to resolution, escalating or involving other departments if necessary, but ensures resolution. Closure information is then forwarded to the CSC Desk.

GCI CSC Desk reviews the ticket for completeness (contacting assigned group for further information if needed), contacts the customer for customer confirmation of completion, closes the ticket.

Actions and Service Levels

Service Delivery Group	Data Capture	Possible Actions and Decisions	Service Levels
Enterprise Services CSC	<ul style="list-style-type: none"> - Receive call from customer - Create trouble ticket with contact information and problem description 	<ul style="list-style-type: none"> - Resolve problem - Pass to NOC - Escalate the problem after time limit - Accountability for trouble ticket; close trouble ticket - Contact customer to close trouble ticket - Verify completion with customer 	<ul style="list-style-type: none"> - Immediate logging - Escalation after 2 hours *0800-2100 Sunday through Saturday *After hours - 4 hours
NOC	<ul style="list-style-type: none"> - Update trouble ticket with remedial steps taken, time expenses and parts used 	<ul style="list-style-type: none"> - Resolve problem - Notify CSC of completion - Designate component replacement - Dispatch NOC for circuit problems / resolution - Dispatch Field Services (in Anchorage - all hours) - Escalate 	<ul style="list-style-type: none"> - Initial response * 0800 -2000 hrs - Sunday through Saturday - immediate * After hours - 4 hours - Escalation - see CSC
Field Service	<ul style="list-style-type: none"> - Update trouble ticket with remedial steps taken, time expenses and parts used 	<ul style="list-style-type: none"> - Resolve problem - Notify NOC of completion - Escalate 	<ul style="list-style-type: none"> - Initial response - immediate - Escalation - see CSC
NOC	<ul style="list-style-type: none"> - Update trouble ticket with remedial steps taken, time expenses and parts used 	<ul style="list-style-type: none"> - Resolve problem - Notify CNCC of completion - Escalate 	<ul style="list-style-type: none"> - Initial response - immediate - Escalation - see CSC

5 YEAR TERM T-1 RETAIL PRICING

<u>Description of Service</u>	<u>MRC</u>	<u>NRC</u>
T-1 Broadband Packet-Based Satellite Delivery Service	\$11,515.00	\$1,000.00
T-1 Local Loop (Village)	353.64	638.00
T-1 Local Loop (Ft. Yukon)	353.64	638.00

Location: Arctic Village, Beaver, Birch Creek, Stevens Village, Chalkytsik, Rampart, Circle and Venetie.

T-1 Broadband Packet-Based Satellite Delivery Service	\$11,515.00	\$1,000.00
T-1 Local Loop (Ft. Yukon)	353.64	638.00
T-1 Local Loop (Fairbanks)	353.64	638.00
T-1 Broadband Packet-Based Satellite Delivery Service	\$11,515.00	\$1,000.00
T-1 Local Loop (Ft. Yukon)	353.64	638.00
T-1 Local Loop (Anchorage)	561.06	1,032.75

Universal Service Fund support for eligible health care providers amounts to the difference between the retail cost of a circuit (a circuit in this proposal is the satellite portion plus local loops) and the urban rate for a similar circuit. For the proposed T-1 Broadband Packet-Based Satellite Delivery Service the urban rates for monthly recurring charges (MRC) are \$796.95 and for non-recurring charges (NRC) are \$437.35.

<u>Per Satellite Circuit</u>	
\$11,515.00	\$1000.00
353.64	638.00
+ 353.64	+ 638.00
\$12,222.28	\$2,276.00
796.95	437.35
\$11,425.33	\$1,838.65

Total Discounted Invoice

	<u>MRC</u>	<u>NRC</u>
10 ea T-1 BPBSD @ \$796.95/MRC & \$437.35/NRC	\$ 7,969.50	\$4,373.50

GCI Communication Corp.

2350 Denali St.
Anchorage, AK. 99503
907 265 5600

Council of Athabascan Tribal Governments
GCI Service Agreement Contract #HQ012

GCI Communication Corp. (GCI) will provide and Customer will take the Service(s) described below. This cover sheet and such Tele-Health Terms and Conditions are referred to collectively as the "Agreement".

Service	Qty	Unit Price		Extended Price	
		Install	Monthly	Install	Monthly
Arctic Village, Amur, Marsh Creek, Stevens Village, Chalkyash, Rampart, Circle and Venetia.					
T-1 Broadband Packet Based Satellite Delivery Service	8	\$ 1,000.00	\$ 11,515.00	\$ 8,000.00	\$ 92,120.00
NECA T-1 Local Loop (Village)	8	\$ 538.00	\$ 383.64	\$ 5,104.00	\$ 3,069.12
NECA T-1 Local Loop (Ft. Yukon)	8	\$ 538.00	\$ 383.64	\$ 5,104.00	\$ 3,069.12
				\$ -	
Ft. Yukon				\$ -	\$ -
T-1 Broadband Packet Based Satellite Delivery Service	1	\$ 1,000.00	\$ 11,515.00	\$ 2,000.00	\$ 11,515.00
NECA T-1 Local Loop (Ft. Yukon)	1	\$ 538.00	\$ 383.64	\$ 538.00	\$ 383.64
NECA T-1 Local Loop (Fairbanks)	1	\$ 538.00	\$ 383.64	\$ 538.00	\$ 383.64
				\$ -	
Ft. Yukon				\$ -	\$ -
T-1 Broadband Packet Based Satellite Delivery Service	1	\$ 1,000.00	\$ 11,515.00	\$ 2,000.00	\$ 11,515.00
NECA T-1 Local Loop (Ft. Yukon)	1	\$ 538.00	\$ 383.64	\$ 538.00	\$ 383.64
Internet					
255/64Kbps Internet Access (Ft. Yukon)	1	\$ 1,000.00	\$ 2,210.00	\$ 1,000.00	\$ 2,210.00
Management Services					
CNOC Network Management	10	\$ -	\$ -	\$ -	\$ -
Total				\$43,112.00	\$284,649.12

Customer Authorized Agent/Representative acknowledges the attached terms and conditions for the services listed above and agrees to pay for all itemized charges for these services contingent upon yearly funding commitments by the Rural Health Care Division (RHCDC) of Universal Service Administration Company (USAC). Customer understands that all LEC pricing is subject to tariff changes and that billing will commence immediately following customer service acceptance date.

Council of Athabascan Tribal Governments
Customer Signature

Authorized Customer Signature

Larry A. Nathaniel, Chairman of the Board
Print Name & Title

Date

General Communication, Inc.

Authorized GCI Signature

Martin Cary, Vice President Broadband Services
Print Name & Title

Date

Tele-Health Terms and Conditions

1. Charges

Customer agrees to pay all applicable charges for transport and services ordered on Service Agreement. Charges shall be invoiced monthly in arrears and shall be payable within thirty (30) days and will be considered delinquent after the thirty-first (31) day. Delinquent bills shall be assessed a 1.5% service charge per month. Bills not paid within thirty (30) days of the delinquent date (sixty (60) days from the billing date) shall be cause, in GCI's sole discretion, for termination of Services. GCI may discontinue Service without liability for Customer's non-payment of any sum delinquent more than thirty (30) days. In addition, termination of Services under these circumstances does not relieve Customer of the obligation to pay for said past due amounts or other obligations that may exist under any applicable agreements. Applicable State and Federal taxes will be passed through as the responsibility of Customer. Rates and charges may be changed by GCI per the terms outlined herein, and Customer agrees to pay any additional charges that may result. If the Service is tariffed, the tariff will supersede any conflicting provisions of the Agreement. At GCI's request, Customer shall post a bond or provide a security deposit to assure payment.

1.1 Installation. Installation charges as defined in the Service Agreement cover all normal installation expenses incurred to install and terminate the circuit on the GCI provided demarcation equipment at Customer's premises. It does not include the following items, which shall be separately invoiced:

- Any local loop installation fees including any additional time or materials that may be required to extend the circuit from the LEC termination point to the physical location where the demarcation equipment will be installed.
- Any additional costs for equipment that may be required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
- Any travel and accommodation costs for technicians to/from the Service termination point in locations where applicable.

1.2 Partial Billing. Customer will be billed a prorated share of all applicable charges for connections installed, terminated or re-configured during the course of a monthly billing cycle.

1.3. Term Discounts. Customer will receive discounts by committing individual connections to extended service terms (where available). Term discounts are applied on the effective charges after applying all utilization and connection cost-based discounts and surcharges. Term discounts shall not apply to any non-GCI facility charges.

1.3.1 Early Termination. If Customer's connection is disconnected prior to the end of the Term (defined in Section 2 below), Customer will pay an early termination charge equal to fifty (50%) of the remaining Term at the rates in effect at the termination of this Agreement. Early termination charges shall apply in all cases, except the following:

- If the USF funding that supports these Services is terminated;
- If Customer terminates its connection under this Agreement due to a breach of the contract by GCI;

- If GCI must disconnect Service to Customer due to any reason not resulting from a breach of the Agreement by Customer.

1.4 Re-Configuration & Upgrades/Downgrades. Any changes that require material modifications to the existing service or circuit such as re-location or upgrades/downgrades in circuit capacity may incur additional charges. All changes to the service must be requested either via e-mail at telehealth@gci.com or by calling GCI Tele-Health at (907) 868-7044 in Anchorage. All service requests received via e-mail will be verified by returning the request to the e-mail addresses provided on Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request. All changes to the service must also be followed up with a formal written request within thirty (30) days of such notice.

2. Term and Termination

The Agreement term begins (a) when GCI's Service has been fully installed and tested, (b) Customer has given GCI its notice of acceptance, and (c) the Service is available for Customer use, regardless of the status of Customer-owned equipment ("Customer Service Acceptance Date").

The term ("Term") of this Agreement is five (5) year(s), beginning on the Customer Service Acceptance Date and ending five (5) years from the Customer Service Acceptance Date.

In addition to the terms under Section 5, GCI may suspend or terminate Service if Customer materially breaches this Agreement, including failure to pay for any past due amounts for invoiced Services as set forth in Section 1 above, and does not cure such breach within three (3) days (seventy-two (72) hours) of notice; provided, that GCI may terminate immediately without notice (i) in order to prevent damage to or degradation of its Internet network integrity which may be caused by Customer or anyone using Customer's access, (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action, or (iii) to protect GCI from legal liability. GCI will endeavor to give Customer notice regarding the reason(s) for termination as soon as reasonably practicable after such termination.

3. Rights and Obligations of Customer

Customer shall at its own expense be responsible for all site preparation activities necessary for installation of the Service. Customer shall give GCI and its suppliers reasonable access to its premises at all reasonable times. Customer shall not use the Service or permit any of the Service which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer shall be responsible for any such misuse of the Service. Customer shall indemnify GCI and its affiliates against any liabilities incurred by them as a result of such misuse. Customer also will pay to GCI the reasonable attorneys' fees and costs, including allocable costs of in-house counsel, incurred by GCI in enforcing this Agreement. Customer shall be responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users. Customer must comply with reasonable security procedures and standards with respect to its own routers that interface with the Service. GCI may communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others. Customer shall be responsible for the correct, timely and accurate filing of all forms required by government agencies that ensures timely payments of service rendered.

4. Equipment and Software

GCI is not responsible for the installation, maintenance, compatibility or performance of any equipment of software not provided by GCI. Customer shall indemnify GCI and its affiliates against any infringement claims arising out of the use of such third party equipment or software with the Service. If such third party equipment or software impairs the Service, Customer remains liable for payment. If such third party equipment is likely to cause hazard or service obstruction, Customer shall eliminate such likelihood at GCI's request. GCI will troubleshoot difficulties caused by such third party equipment or software at Customer's request, at GCI's then-standard rates. Title to all service equipment provided by GCI under this Agreement shall remain with GCI. If Customer provides any router to interface with the Service, it must cooperate with GCI in configuring and managing such router(s) in order to implement and operate the Service. Title to all service equipment provided by GCI as part of this Agreement resides at all times with GCI.

5. GCI Obligations; Disclaimer of Warranties

GCI shall provide, operate and maintain the Service, contingent upon (i) GCI's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) GCI's network capacity and connection availability. Customer understands that, except for certain services specifically identified as GCI Services, GCI does not operate or control the Internet.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ITS USE AND ITS USERS USE OF THE TRANSPORT SERVICES OF INTERNET. GCI MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE INTERNET.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NO ADVICE OR INFORMATION GIVEN BY GCI'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY.

UNDER NO CIRCUMSTANCES SHALL GCI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE TRANSPORT SERVICES OR INTERNET OR ITS OR ITS USERS' RELIANCE ON OR USE OF INFORMATION, SERVICE INTERRUPTIONS, LOSS, THEFT, OR DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

GCI may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or other governmental request, to operate the Service and administer GCI's network, or to protect itself or its subscribers. GCI reserves the right to refuse to post or to remove any information or materials, in whole or part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. In no event shall GCI be deemed liable for any failure or delay due to any cause beyond GCI's control.

6. Maintenance Outages

GCI will conduct scheduled maintenance of its transport services, Internet platform, and distribution services, and will provide Customer a minimum of seventy-two (72) hours' notice prior to this maintenance. These maintenance periods may cause Customer to experience brief interruptions in its Service. GCI's standard maintenance window is between 1:00 a.m. and 5:00 a.m. (Alaska Standard Time). Periodic maintenance may be conducted within the maintenance window on any day of the week without notification.

to Customer. For emergency repairs, GCI will use its best commercially reasonable efforts to conduct such repairs with a minimum of disruption to Customer.

7. Service Installation

Delivery time for the Service shall be time that it takes the local exchange carrier(s) to deliver the required local loops plus ten (10) working days, except in locations served directly by VSAT (Very Small Aperture Terminal) where the standard delivery time will be forty-five to sixty (45-60) days from Service order signing providing that facility use agreements are signed and facilities are installed. If services and facilities are not installed, delivery times will be based upon a mutual agreed (Customer and GCI) upon published deployment schedule GCI shall make every reasonable effort to provide the Services in this time period. However, in accordance with Section 5, GCI has no liability to Customer for failure to meet Service on Commencement Date in accordance with the terms of the Service Order. Service will not be considered fully installed until GCI has received Customer's notice of final acceptance, which shall not be unreasonably withheld or delayed.

8. Interruptions in Service

While GCI does provide pro-active monitoring of Services, it shall be Customer's obligation to notify GCI of any interruption in service. Although all notifications will be investigated, GCI shall not be obligated to take any corrective action upon notice received from any source other than Customer, or its authorized agents or employees.

GCI will notify Customer of any unscheduled interruptions in service that it detects that extend beyond fifteen (15) minutes in any single occurrence. GCI will provide this notification to one of the technical contacts listed on the Customer Information Sheet.

All service related contacts must be provided through the following options: e-mail to telehealth@gci.com or by calling GCI Tele-Health at (907) 868-7044 in Anchorage. All service requests received via e-mail will be verified by returning the request to the e-mail addresses provided on the Customer Information Sheet and must be confirmed by Customer by a reply to the forwarded request.

9. Agreement Modifications

GCI reserves the right to modify/update the Service Agreement as circumstances may warrant. GCI will provide Customer with a written and/or electronic copy of all material changes. Allowable material changes include substitution of services or products that have the same functionality as the original proposal, that will not increase costs to the Customer, that do not violate any other provisions of the Agreement or state or local procurement laws in place at the time of the change, that will not negatively affect the eligibility of the Customer to receive monetary support for which the Customer has applied, and that will remain consistent with the filing of the Customer's original Request for Proposal or similar document. If Customer does not agree with the changes/modifications, then customer shall provide GCI with written notice rejecting the changes/modifications within 30 calendar days of GCI's notification to Customer. GCI may elect to continue the existing service without modification by notice to customer within 30 days after receiving Customer's rejection. If GCI does not elect to continue the service without modification, Customer may provide GCI with its written intent to terminate its then current Service Agreement with no penalty. This notification of early termination must be provided in writing within thirty (30) calendar days of GCI's notification to Customer and the reason for termination must be directly related to the modifications of the Agreement. If Customer fails to contact GCI regarding the Agreement modifications within thirty (30) calendar days from the

notice date, then the new modified Agreement will be effective from the date of modification to the end of Term of this Agreement.

10. Miscellaneous

Neither party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other party. All notices required or permitted hereunder must be in writing, delivered personally or by U.S. mail, facsimile or electronic mail (followed by hard copy, in the case of fax or email) to the respective signatory and notice addresses set forth on the Cover Sheet, or such other person and/or address as a party may notify the other from time to time, and shall be deemed effective upon receipt.

Any dispute relating to this Agreement which cannot be resolved by negotiation shall be settled by binding arbitration in Anchorage, Alaska (or such other mutually agreed upon location), in accordance with the American Arbitration Association (AAA) Rules and Procedures ("Endispute Rules"), as amended by this Agreement. The parties shall share the costs of arbitration equally unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator shall have no power to make any award that provides for punitive or exemplary damages. The arbitrator's written decision shall be promptly given, shall follow the plain meaning of the relevant documents and be in accordance with Alaska law and the facts presented in the record, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Neither this Agreement, nor any of Customer's rights or obligations herein shall be transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith shall be null and void. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Either party's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. These Terms and Conditions along with Service Agreement constitutes the entire Agreement between Customer and GCI with respect to the Service and can be modified only in writing by the parties hereto.

FACILITIES LOCATION AGREEMENT

GCI Communication Corp., an Alaska corporation ("GCI"), 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503 is engaged in the provision of telecommunications, Internet, and other enhanced services. Council of Athabaskan Tribal Governments, a Tribal Government, whose address is 3rd & Spruce Fort Yukon, AK 99740 ("Owner") is the owner of the property located at or near Fort Yukon, Alaska.

The purpose of this facilities location agreement ("Agreement") is to provide GCI with the use of Owner's following-described property, which is suitable for the installation, and use of equipment to provide telecommunications, Internet, and other services. The subject property is more particularly described as ("Premises"):

(Insert Legal Description Here).

GCI and Owner (the "Parties") enter into this Agreement effective on the ____ day of, ____ 200__ ("Effective Date"), subject to the following terms and conditions:

TERMS AND CONDITIONS

1.0 Term of Agreement

The term of this Agreement shall be _____ () years, subject to annual extensions. At the conclusion of the original term or any extension thereof, the Agreement shall continue year to year unless either party has given notice of termination. Notice of termination must be given no later than thirty (30) days before the expiration of the then- current term.

2.0 Space, Power, and Access

Owner shall allow GCI to use the Premises for the installation and use of communications and related equipment ("Equipment"). Owner shall also provide power and access to the Equipment as necessary.

Equipment placed on the Premises shall be used to deliver direct high speed Internet service to Owner pursuant to the separate proposal and contract between the Parties. Owner has no additional financial obligations to GCI nor shall GCI have any such obligations arising out of this Facilities Location Agreement.

Equipment placed on the Premises may also be used to deliver communications, Internet, or related services to other parties, so long as such other use does not conflict or interfere with the provision of service to Owner.

3.0 Non-Interference with Telecommunications use

Owner agrees not to build or allow to be built any structures on the Premises, or on any property surrounding the Premises owned or controlled by Owner, within the area emanating outward from GCI's Equipment without GCI's consent. Said consent shall not be unreasonably withheld or delayed. The intent of this clause is to prevent development, which would adversely

impact GCI's ability to "see" the satellite arc required in order to use the equipment to provide services. [Need to attach sketch map]

5.0 Taxes

Owner shall pay all property and sales taxes, except that GCI shall pay for taxes based on its improvements to the Premises.

6.0 Easements

Owner shall provide GCI with reasonable easements for access to the Premises and for all required utility and telephone hook ups, if needed.

7.0 Owner's Warranties and Hold Harmless

Owner gives and agrees to defend, and hold GCI harmless for any breach of the following warranties:

- (a) The execution of this agreement has been duly authorized and all necessary corporate proceedings of Owner, and all necessary consents, if any, have been obtained; and
- (b) No hazardous substances have been placed, released, or disposed of on the Premises.

8.0 GCI's Hold Harmless

GCI shall defend and hold Owner harmless from any and all claims arising out of GCI's installation of the facilities and operation of the facilities and telecommunications equipment that shall be located on The Premises.

9.0 Termination of Agreement

Either Party may terminate this Agreement for the other's material breach of the terms and conditions contained herein, upon thirty (30) days' prior written notice.

GCI may terminate this Agreement upon thirty (30) days' prior written notice, when, for whatever reason, then existing conditions render the Premises unusable for the intended purpose.

10.0 Contingency

This Agreement is contingent upon GCI receiving approval from the various governmental bodies for any and all licenses, permits and authorizations necessary to construct and operate the Equipment on the Premises.

11.0 Governing Law

The laws of the State of Alaska shall govern this Agreement. Jurisdiction for any legal proceedings arising out of this Agreement shall be in Anchorage, Alaska. The prevailing party in any action or proceeding shall be entitled to reasonable attorney's fees, costs and disbursements.

12.0 Notices

Any notices to be given under this Agreement may be effected either by personal delivery in writing or via certified mail, return receipt requested, to the respective address first set forth above, or to such other address as the recipient shall have previously provided to the sending party in accordance with this section.

Dated this _____ day of _____, 200_.

GCI Communication Corp.
2550 Denali Street
Suite 1000
Anchorage, AK 99503
Tel# (907) 265-5600
Fax# (907) 777-8880

Council of Athabaskan Tribal Governments
3rd & Spruce

Fort Yukon, AK 99740
Tel# (907) 662-2587
Fax#

By: _____
Its: _____

By: _____
Its: _____

Attachment A

LEGAL DESCRIPTIONS OF SITE LOCATIONS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

LEASE AGREEMENT

GCI Communication Corp. (GCI), 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503 is engaged in the expansion of telecommunications services within the state of Alaska. _____, is the owner of the property located in _____, Alaska ("The Premises") more particularly described as:

Insert Legal Description Here

The purpose of this agreement is to provide GCI with the use of the Premises, which are suitable for the installation and use of telecommunications equipment, and to provide the Owner with good and valuable consideration for use of the Premises.

GCI and Owner (the Parties) enter into this lease effective on this _____ day of, _____ 2002, subject to the following terms and conditions:

TERMS AND CONDITIONS

1.0 Term of Lease

The term of this lease shall be five years, subject to three five year extensions at the sole option of GCI. The lease may be extended by written notice to the Owner no later than thirty days before the expiration of the then current lease term. At the conclusion, of the original term or final extension, if any, the lease shall continue year to year unless either party has given notice of termination. Notice of termination to be given no later than thirty days before the expiration of the then current lease term.

2.0 Lease Payments

GCI shall pay the Owner the amount of \$ _____ per month, subject to adjustment, if any, as specified below, payable on the first month by check mailed or hand delivered to Owner. In the event that GCI elects to extend this lease, the rent for each subsequent lease period term shall be determined at the beginning of the period by adjusting the then current rent to reflect the percentage change of the Consumer Price Index from its level at the beginning to its level at the end of the then current lease term.

GCI Lease Agreement

3.0 Non-Interference With Telecommunications Use

The owner agrees to not build or allow to be built any structures on the Premises, or on any property surrounding the Premises owned or controlled by the Owner, within the area emanating outward from GCI's equipment between the azimuths of _____ degrees and _____ degrees from true north without the consent of GCI. Said consent shall not be unreasonably withheld. The intent of this clause is to prevent development which would adversely impact GCI's ability to "see" the satellite arc required in order to provide service to the community of _____.

4.0 Memorandum of Lease

A memorandum of lease may be recorded by GCI on all State and Municipal property records involving the Premises.

5.0 Taxes

The owner shall pay all property taxes except that GCI shall pay for taxes based on their improvements to the Premises.

6.0 Easements

The Owner shall provide GCI with reasonable easements for access to the Premises and for all required utility and telephone hook ups.

7.0 Warranties and Hold Harmless

The owner gives and agrees to defend, and hold GCI harmless for any breach of the following warranties;

(a) The execution of this lease has been duly authorized and all necessary corporate proceedings of the Owner, and all necessary consents, if any, have been obtained;

(b) No hazardous substances have been placed, released, or disposed of on the Premises.

GCI Lease Agreement

8.0 Hold Harmless

GCI shall defend and hold the Owner harmless from any and all claims arising out of GCI's construction of the facilities and operation of the facilities and telecommunications equipment that shall be located on the leased parcel.

9.0 Termination Of Lease

Either party may terminate for material breach of the terms and conditions contained herein. GCI may terminate this agreement upon thirty days notice, when, for whatever reason, then existing conditions render the Premises unusable for telecommunications.

10.0 Contingency

This lease is contingent upon GCI receiving approval from the various governmental bodies for any and all licenses, permits, and authorizations to construct and operate a two-way telecommunications site from the parcel.

Dated this _____ day of _____, 2000.

GCI Communication Corp.
2550 Denali Street
Suite 1000
Anchorage, Alaska 99503
Tel # 907-265-5600
Fax # 907-265-5673

Property Owner:

Tel # 907-
Fax # 907-

By: _____
Its: _____

By: _____
Its: _____